

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM843740

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Onin Holdings, Inc.		09/29/2023	Corporation: DELAWARE
Onin Staffing, LLC		09/29/2023	Limited Liability Company: ALABAMA
Onin Group Midwest, LLC		09/29/2023	Limited Liability Company: DELAWARE
Onin Aerospace, LLC		09/29/2023	Limited Liability Company: DELAWARE
Onin IT, LLC		09/29/2023	Limited Liability Company: ALABAMA
Excelsior Staffing, LLC		09/29/2023	Limited Liability Company: DELAWARE
Onin Outdoors, LLC		09/29/2023	Limited Liability Company: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	One Federal Place, 1819 5th Avenue N.		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35203		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6284320	NOTHING TEMPORARY	
<b>Registration Number:</b>	6160082	NOTHING TEMPORARY ABOUT THAT	
<b>Registration Number:</b>	4565228	O	
<b>Registration Number:</b>	6201189	ONIN	
<b>Registration Number:</b>	3646466	ONIN PROFESSIONAL SEARCH	
<b>Registration Number:</b>	3541220	ONIN STAFFING	
<b>Registration Number:</b>	4426694	FOCUS IT	
<b>CORRESPONDENCE DATA</b>			

OP \$190.00 6284320

**Fax Number:** 6175236850

**Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.**

**Phone:** 617-523-2700

**Email:** susan.dinicola@hklaw.com,cynthia.duntz@hklaw.com

**Correspondent Name:** Holland & Knight LLP

**Address Line 1:** 10 St. James Avenue

**Address Line 4:** Boston, MASSACHUSETTS 02116

<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola
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<b>SIGNATURE:</b>	/Susan C. DiNicola/
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<b>DATE SIGNED:</b>	10/04/2023
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**Total Attachments: 8**

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# Rider to Security Agreement – Trademarks



**THIS RIDER TO SECURITY AGREEMENT (“Rider”)** is executed as of September 29, 2023, by and between Onin Holdings, Inc. (“**Holdings**”), Onin Staffing, LLC (“**Staffing**”), Onin Group Midwest, LLC (“**Midwest**”), Onin Aerospace, LLC (“**Aerospace**”), Onin IT, LLC (“**IT**”), Onin Outdoors, LLC (“**Outdoors**”), and Excelsior Staffing LLC (“**Excelsior**”, together with Holdings, Staffing, Midwest, Aerospace, Capital, IT, Outdoors, collectively, the “**Grantors**” and each, a “**Grantor**”), with an address at 3800 Colonnade Parkway, Suite 300, Birmingham, AL 35243 (other than Excelsior, whose address is 526 Forest Parkway, Suite E, Forest Park, GA 30297), and PNC BANK, NATIONAL ASSOCIATION (the “**Bank**”), with an address at One Federal Place, 1819 5<sup>th</sup> Ave N, Birmingham, AL 35203. This Rider is incorporated into and made part of that certain Security Agreement (“**Security Agreement**”) among the Grantors and the Bank dated the date hereof and also into certain other financing documents and security agreements executed by and among the Grantors and the Bank or by and between the Borrower (as defined in the Security Agreement) and the Bank (all such documents including this Rider being collectively referred to as “**Loan Documents**”). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

The Grantor has adopted, used and is using (or has filed applications, other than intent-to-use applications, for the registration of) the trademarks, service marks and trade names listed on Schedule A attached hereto and made part hereof (all such marks or names hereinafter referred to as the “**Trademarks**”).

The Bank desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of the Grantors associated therewith and represented thereby, as security for all of the Obligations (as defined in the Security Agreement) to the Bank, and the Bank desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

**NOW, THEREFORE**, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Grant of Security Interest.** In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations, each Grantor grants a lien and security interest to the Bank in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill and other tangible assets of such Grantor associated with and represented by the Trademarks, and the non-intent-to-use applications for and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. **Representations and Warranties.** The Grantors represents, warrants and covenants that: (a) the Trademarks are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by the Grantors, have not been adjudged invalid or unenforceable, and to the best of Grantors’ knowledge, there is no reason why the Trademarks should be adjudged invalid or unenforceable; (b) each of the Trademarks is valid and enforceable; (c) each Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks in which such Grantor is listed as the applicant/owner, and each of the Trademarks is free and clear of any liens, charges and encumbrances other than those in favor of Bank, including, without limitation, pledges, assignments, licenses and covenants by the Grantors not to sue third persons; (d) the Grantors have the unqualified right to enter into this Rider and perform its terms; (e) each Grantor has used, and will continue to use for the duration of this Rider, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of its respective Trademarks, except where the failure provide such will not have a material impact on Grantor’s

business; (f) reserved; and (g) the Grantors will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks may become invalidated, abandoned, unenforceable, avoided, avoidable or otherwise materially diminished in value, and shall notify the Bank immediately if it knows of any reason or has any reason to know of any grounds under which any of the foregoing may occur.

**3. Intentionally Omitted.**

**4. Covenants.** Each Grantor further covenants to the Bank that until all of the Obligations have been satisfied in full: (a) such Grantor shall maintain its respective Trademarks in full force and effect, except where the failure to so maintain would not materially and adversely impact the business of such Grantor; (b) such Grantor will not enter into any agreements which are inconsistent with such Grantor's obligations under this Rider or which restrict or impair the Bank's rights hereunder; and (c) if such Grantor acquires rights to any new non-intent-to-use Trademarks, the provisions of this Rider shall automatically apply thereto and such Grantor shall give the Bank prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, such Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Trademarks.

**5. Exclusive Use of Trademarks.** So long as this Rider is in effect and so long as the Grantors have not received notice from the Bank that an Event of Default has occurred and is continuing under the Loan Documents and that the Bank has elected to exercise its rights to assignment hereunder, the Grantors shall continue to have the exclusive right to use the Trademarks including licenses thereof, and the Bank shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

**6. Negative Pledge.** Each Grantor agrees not to sell, assign (by operation of law or otherwise) or further encumber its rights and interest in its respective Trademarks without prior written consent of the Bank. Each Grantor shall defend the Trademarks against and shall take other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, and will defend the right, title and interest of the Bank in and to any of such Grantor's rights under the Trademarks against the claims or demands of all persons whatsoever.

**7. No Additional Trademarks.** As of the date hereof, no Grantor owns any Trademarks, or has any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedule A annexed hereto and made a part hereof.

**8 Pledge of Additional Trademarks.** In the event any Grantor, either itself or through any agent, employee, licensee or designee shall:

(a) file or record an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or

(b) file or record any assignment of any Trademark which such Grantor may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

such Grantor shall promptly, but in no event more than fifteen (15) days subsequent to such filing, notify the Bank thereof, and, upon request of the Bank shall promptly, but in no event more than twenty (20) days subsequent to such notice, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Bank may reasonably request to evidence the Bank's interest in such Trademark and the goodwill of such Grantor associated thereto or represented thereby. Each Grantor hereby grants the Bank a power of attorney, irrevocable

until the Obligations are fully paid and satisfied, for the sole purpose of modifying this Rider by amending Schedule A, as applicable, to include any future Trademarks or Licenses, including, without limitation, registrations or applications appurtenant thereto, covered by this Rider, which power of attorney shall be strictly construed and shall not authorize any further amendments or revisions hereto without Grantor consent.

**9. Remedies Upon Default.**

(a) Anything herein contained to the contrary notwithstanding, if and while any Grantor shall be in default hereunder or an Event of Default exists under the Loan Documents, each Grantor hereby covenants and agrees that the Bank, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes during the existence of any Grantor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, each Grantor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power to endorse such Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) Each Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C. During the existence of an Event of Default, each Grantor shall also execute and deliver to the Bank such documents as the Bank shall reasonably request to permanently assign all rights in the Trademarks to the Bank. After such occurrence, the Bank may, at its sole option, record such documents with the Patent and Trademark Office.

**10. Subject to Security Agreement.** This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the parties hereto.

**11. Inconsistent with Security Agreement.** All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

**12. Termination of Agreement.** Upon payment and performance of all Obligations under the Loan Documents, the Bank shall execute and deliver to the Grantors all documents necessary to re-vest all rights in and to the Trademarks in the Grantors and/or terminate any interest of the Bank therein.

**13. Prosecution of Trademark Applications.**

(a) Subject to the terms of the Loan Documents, each Grantor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the registration and grant of the Trademarks, to halt any infringement of the Trademarks, and upon reasonable request of the Bank, such Grantor shall make federal application on registrable but unregistered trademarks belonging to such Grantor. Any reasonable expenses incurred in connection with such applications or defense of said Trademarks shall be borne by the Grantors.

(b) Each Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Bank may, if such Grantor deems it necessary or during an Event of Default under the Loan Documents, be joined as a nominal party to such suit if the Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Each Grantor shall promptly, upon demand, reimburse and indemnify the Bank for all actual, documented damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Bank in the fulfillment of the provisions of this paragraph.

**14. Responsibility and Liability.** Each Grantor assumes all responsibility and liability arising from the use of the Trademarks, and hereby indemnifies and holds the Bank and each director, officer, employee, affiliate and agent thereof, harmless from and against any actual and documented claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by such Grantor in connection with any of the Trademarks or otherwise arising out of such Grantor's operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by the Bank under any License for any sum owing thereunder, or to enforce any provisions of such License, the Grantors will, jointly and severally, indemnify and keep the Bank harmless from and against all actual and documented expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of any Grantor of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from any Grantor, and all such Obligations of the Grantors shall be and remain enforceable against and only against the Grantors and shall not be enforceable against the Bank.

**15. Bank's Rights.** The Bank may, in its sole discretion, provided prior written notice is provided to the Grantors, pay any amount or do any act required of the Grantors hereunder or requested by the Bank to preserve, defend, protect, maintain, record or enforce the Grantors' obligations contained herein, the Obligations of the Grantors to the Bank, the Trademarks, or the right, title and interest granted the Bank herein, and which the Grantors fail to do or pay, and any such payment shall be deemed an advance by the Bank to the Grantors and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents.

**16. Protection of the Trademarks.** Each Grantor agrees that if it learns of any use by any person or any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, such Grantor shall promptly notify the Bank of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Bank, shall join with the Bank, at such Grantor's expense, in such action as the Bank, in its reasonable discretion, may deem advisable for the protection of the Bank's interest in and to the Trademarks, it being understood that the foregoing shall not preclude such Grantor from bringing an action against a person for the protection of such Grantor's interest in and to such Trademarks.

**17. Additional Remedies.** Upon the occurrence of an Event of Default under the Loan Documents and during the continuance thereof, the Bank may, without any obligation to do so, complete any obligation of any Grantor hereunder, in such Grantor's name or in the Bank's name, but at such Grantor's expense, and each Grantor hereby agrees to reimburse the Bank in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Bank in protecting, defending and maintaining the Trademarks.

**18. Governing Law.** **THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.**

**19. Counterparts.** This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall

promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

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WITNESS the due execution hereof as a document under seal, as of the date first written above.

ONIN HOLDINGS, INC.

By: Mason Phillips  
Name: Mason Phillips  
Title: CEO

ONIN STAFFING, LLC

By: Onin Holdings, Inc.,  
its Sole Member

By: Mason Phillips  
Name: Mason Phillips  
Title: CEO

ONIN GROUP MIDWEST, LLC

By: Onin Staffing, LLC,  
its Sole Member

By: Onin Holdings, Inc.,  
its Sole Member

By: Mason Phillips  
Name: Mason Phillips  
Title: CEO

ONIN AEROSPACE, LLC

By: Onin Staffing, LLC,  
its Sole Member

By: Onin Holdings, Inc.,  
its Sole Member

By: Mason Phillips  
Name: Mason Phillips  
Title: CEO

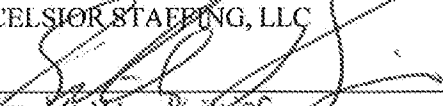
[Signature Page to Rider to Security Agreement -- Trademarks]



ONIN IT, LLC

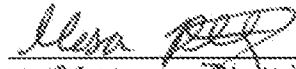
By:   
Name: Mason Kelly  
Title: Authorized Representative

EXCELSIOR STAFFING, LLC



By:   
Name: Mason Kelly  
Title: Authorized Representative

ONIN OUTDOORS, LLC

By: Onin Holdings, Inc.,  
its Sole Member

By:   
Name: Mason Kelly  
Title: CEO

**SCHEDULE A**

Trademark Name	Country	Status	Serial No.	Filing Date	Reg. No.	Reg. Date	Applicant/Owner
	U.S.	Pending	88/350,634	Mar-21-2019			Onin Staffing, LLC
NOTHING TEMPORARY	U.S.	Registered	88/725,063	Dec-12-2019	6,284,320	Mar-02-2021	Onin Staffing, LLC
NOTHING TEMPORARY ABOUT THAT	U.S.	Registered	88/725,054	Dec-12-2019	6,160,082	Sep-22-2020	Onin Staffing, LLC
	U.S.	Registered	85/895,743	Apr-04-2013	4,565,228	Jul-08-2014	Onin Staffing, LLC
ONIN	U.S.	Registered	88/349,540	Mar-21-2019	6,201,189	Nov-17-2020	Onin Staffing, LLC
ONIN PROFESSIONAL SEARCH	U.S.	Registered	77/603,217	Oct-29-2008	3,646,466	Jun-30-2009	Onin Staffing, LLC
ONIN STAFFING	U.S.	Registered	77/247,629	Aug-06-2007	3,541,220	Dec-02-2008	Onin Staffing, LLC
FOCUS IT	U.S.	Registered	85/801,663	Dec-13-2012	4,426,694	Oct-29-2013	Onin IT, LLC